

IN THE MATTER OF:

Malone Service Company Site
Texas City, Texas

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation, and
Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

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U.S. EPA Docket No. 06-05-14

FILED

2015 OCT 22 PM 3:03

REGIONAL CLERK
EPA REGION VI

**ADMINISTRATIVE ORDER
ON CONSENT**

**CERCLA SECTION 122(g)(4) *DE MINIMIS* CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

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IN THE MATTER OF:

Malone Service Company Superfund Site
Texas City, Texas

Proceeding under Section 122(g)(4)
of the Comprehensive Environmental
Response, Compensation,
and Liability Act of 1980, as amended,
42 U.S.C. 9622(g)(4)

U.S. EPA Docket No. 06-05-14

ADMINISTRATIVE ORDER
ON CONSENT

I. JURISDICTION

1. This Administrative Order on Consent ("Consent Order" or "Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (July 28, 2003). Those authorities were further delegated to the Director, Superfund Division.

2. This Administrative Order on Consent is issued to the parties identified in Appendix A ("Respondents"). Each Respondent agrees to undertake all actions required by this Consent Order. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. The EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Respondents to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for Response Costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating certain potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents for their fair share of Response Costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private parties and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as otherwise may be provided by law.

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "Effective Date" shall mean the effective date of this Order as provided by Section XVIII.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities.

f. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

g. "Interest" shall mean interest at the current rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).¹

h. "Paragraph" shall mean a portion of this Consent Order identified by an Arabic numeral.

i. "Parties" shall mean EPA and Respondents.

j. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A.

k. "Response Costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

l. "Section" shall mean a portion of this Consent Order identified by a roman numeral.

m. "Site" shall mean the Malone Service Company Superfund Site, encompassing approximately one hundred fifty (150) acres, located in Galveston County, Texas City, Texas, at 5300 Campbell's Bayou Road, and depicted more clearly on the map attached as Appendix B.

n. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities, which includes, without limitation, the EPA.

IV. STATEMENT OF FACTS

6. The Site consists of approximately 150 acres located in Galveston County, Texas City, Texas, at 5300 Campbell's Bayou Road. It is within an industrial and petrochemical area, on the shores of Swan Lake and Galveston Bay, approximately 1.6 miles southeast of the intersection of Loop 197 and State Highway 3. The Site operated as a reclamation, storage, and disposal facility for waste oils and chemicals. On June 14, 2001, the Site was placed on the National Priorities List ("NPL") of Superfund sites. The EPA has undertaken response actions at the Site to address threats to public health, welfare, or the environment; and has incurred certain costs in response to conditions at the Site. On September 30, 2003, EPA entered into an Administrative Order on Consent ("AOC") with some of the potentially responsible parties ("PRPs") to conduct a remedial investigation/feasibility study ("RI/FS") at the Site. These PRPs are presently undertaking the remedial investigation with EPA oversight. The RI/FS will determine the full nature and extent of the contamination at the Site, the risks it poses to human health, welfare, or the environment, and will serve as the basis for developing long-term cleanup strategies for the Site.

¹ The Superfund currently is invested in 52-week MK notes. The interest rate for these MK notes changes on October 1 of each year. Current and historical rates are available online at http://www.epa.gov/ocfo/finstatement/superfund/int_rate.htm.

7. In performing these response actions, EPA has incurred costs at or in connection with the Site. As of July 31, 2007, EPA has incurred response costs at this Site of \$17,589,973. Approximately \$5,446,142 has been and will be incurred in connection with the Site RI/FS. Based on current estimates, EPA expects that future remedial costs will be approximately \$54,018,630.

8. Each Respondent listed on Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent, by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent.

9. The amount of hazardous substances contributed to the Site by each Respondent is less than 0.60% of the hazardous substances found at the Site, and the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix C lists the volume of hazardous substances contributed to the Site by each Respondent.

10. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by private parties is \$71,608,603. The payment required to be made by each Respondent pursuant to this Consent Order is a minor portion of this total amount.

V. EPA'S DETERMINATIONS

11. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Malone Service Company Superfund site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14);

e. The actual or threatened "release" caused the incurrence of response costs;

f. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

g. As to each Respondent, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1); and

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

12. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

13. Within 30 days of the Effective Date of this Consent Order, each Respondent shall pay to the EPA Hazardous Substance Superfund the amount which corresponds to each Respondent's contribution to the Site, set forth in Appendix C to this Consent Order.

14. Each Respondent's payment includes an amount for: (a) non-RI/FS response costs incurred at or in connection with the Site; (b) RI/FS response costs incurred at or in connection with the Site; (c) projected future response costs to be incurred at or in connection with the Site; and (d) a premium to cover the risks and uncertainties associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any private party, will exceed the estimated total response costs upon which Respondents' payments are based.

15. Each payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, and the following: Malone Service Company Superfund Site; Region 6; Site Spill ID Number A6B9; and U.S. EPA Docket No. 06-05-14. Each check shall be sent to:

EPA Superfund-Malone Service Company Superfund Site (A6B9)
CERCLIS #: TXD057577579
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, Missouri 63197-9000

Or you may make payment electronically by sending payment, referencing the name and address of the party making payment and the following: Malone Service Company Superfund Site; Region 6; Site Spill ID Number A6B9; and U.S. EPA Docket No. 06-05-14 to:

Federal Reserve Bank of New York
ABA = 02103004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

The total amount to be paid pursuant to this Consent Order shall be deposited by EPA in the Malone Service Company Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance the response action at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

16. At the time of payment, each Respondent shall send notice that such payment has been made to:

Chief
Superfund Enforcement Assessment Section (6SF-TE)
United States Environmental Protection Agency
Region 6
1445 Ross Avenue
Dallas, Texas 75202-2733

And

by email to cinwd_acctsreceivable@epa.gov or in writing to:
EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268.

Such notice shall reference Site/Spill ID Number 06GZ and the EPA docket number for this action 06-05-14.

VIII. FAILURE BY RESPONDENTS TO MAKE PAYMENT

17. If any Respondent fails to make full payment within the time required by Paragraph 13, that Respondent shall pay Interest on the unpaid balance, which shall accrue from the Effective Date until the date of payment. In addition, if any Respondent fails to make full payment as required by Paragraph 13, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(I) of CERCLA, 42 U.S.C. § 9622(I), for failure to make timely payment.

IX. CERTIFICATIONS OF RESPONDENTS

18. By signing this Consent Order, each Respondent certifies, individually, that, to the best of its knowledge and belief, it has:

- a. not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after earlier of notification of potential liability or the filing of a suit against it regarding the Site; and
- b. has and will fully comply with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

X. COVENANTS BY EPA

19. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, relating to the Site. With respect to present and future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon: (a) the satisfactory performance by Respondent of all obligations under this Consent Order; and (b) the accuracy of the information obtained by EPA relating to Respondent's involvement with the Site. If information is later obtained that indicates the Respondent contributed more than a *de minimis* volume to this Site, this covenant not to sue will no longer be in effect. This covenant not to sue extends only to Respondents and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY EPA

20. The covenants by EPA set forth in Paragraph 19 do not pertain to any matters other than those expressly contained therein. Notwithstanding any other provisions of this Consent Order, EPA reserves, and this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters including, but not limited to:

- a. liability for failure to meet a requirement of this Consent Order;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources and for the costs of any natural resource damage assessments; or
- d. liability based upon the ownership or operation of the Site by the Respondent;
- e. liability based on Respondents' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal of a hazardous substance

or a solid waste at or in connection with the Site, after signature of this Consent Order by Respondent.

21. Notwithstanding any other provision in this Consent Order, EPA reserves, and this Consent Order is without prejudice to, the right to institute judicial or administrative proceedings against any individual Respondent seeking to compel that Respondent to perform response actions relating to the Site, and/or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent contributed greater than 0.59% of the hazardous substances at the Site or contributed hazardous substances which are significantly more toxic, or are of significantly greater hazardous effect than other hazardous substances at the Site, and hence no longer qualifies as *de minimis*.

XII. COVENANT BY RESPONDENTS

22. Respondents covenant not to assert any claims or causes of action against EPA or its contractors or employees, with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site, including any claim under the United States Constitution, the Constitution of the State of Texas, the Tuck Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and

c. any claim against EPA pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, RCRA Section 7002(a), 42 U.S.C. § 6972(a), or state law relating to the Site.

Except as provided in Paragraph 24 (Waiver of Claims) and Paragraph 26 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event EPA brings a cause of action or issues an order pursuant to the reservations set forth in Section XI (Reservations of Rights by EPA), other than in Paragraph 20.a (liability for failure to meet a requirement of this Consent Order) or 20.b (criminal liability) but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

23. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

24. Respondents agree not to assert any claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for response costs relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person

if such person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

25. Except as provided in Paragraph 24 (Waiver of Claims), nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. Except as provided in Paragraph 24 (Waiver of Claims), each of the Parties expressly reserves any and all rights (including, but not limited to pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Order diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

26. In any subsequent administrative or judicial proceeding initiated by EPA for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue included in Section X. (Covenants by EPA).

27. The Parties agree that this Consent Order constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as may be otherwise provided by law, for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State of Texas; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraph 20.a (liability for failure to meet a requirement of the Consent Order) or 20.b (criminal liability), the "matters addressed" in this Consent Order will no longer include those response costs or response actions that are within the scope of the exercised reservation. In the event that a Respondent's waiver of claims becomes inapplicable in accordance with Paragraph 24, the Parties further agree that this Consent Order constitutes an administrative settlement pursuant to which each Respondent has resolved its liability to the United States, as of the Effective Date, for purposes of Section 133(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for "matters addressed" as defined above.

28. Effective upon signature of this Consent Order by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Consent Order) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed," such Respondent will not assert, and may not maintain, any defense or claim based on the passage of time during such period. If EPA

gives notice to Respondents that it will not make this Consent Order effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

29. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Consent Order, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought against it for matters related to this Consent Order, notify EPA in writing within 10 days after service of the complaint or claim upon such Respondent. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Order.

XIV. PARTIES BOUND

30. This Consent Order shall apply to and be binding upon EPA, Respondents, and each Party's heirs, successors, and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

31. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the list of Respondents with the payment schedule.

"Appendix B" is the map of the Site.

"Appendix C" is the allocation table.

"Appendix D" is the approval of the Department of Justice.

XVI. PUBLIC COMMENT

32. This Consent Order shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

33. The Attorney General or his designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. §9622(g)(4).

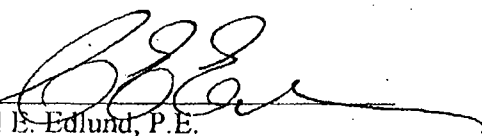
XVIII. EFFECTIVE DATE

34. The Effective Date of this Consent Order shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Consent Order.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:



Carl E. Edlund, P.E.
Director
Superfund Division

[Date]

IN THE MATTER OF:

Malone Service Company Superfund Site
Texas City, Texas

Respondents Listed in Appendix A

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U.S. EPA Docket No. 06-05-14

**ADMINISTRATIVE ORDER
ON CONSENT**

Pursuant to CERCLA 122(g)(4),
42 U.S.C. 9622(g)(4)

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of CERCLA No. 06-05-14 relating to the Malone Service Company Superfund Site, Texas City, Texas.

FOR RESPONDENT:

BLENTECH CORPORATION

Print Name of Respondent (i.e., name of company or other entity as it appears in Appendix A)

1305 RYE ST. HOUSTON, TEXAS 77029

Print Address

By: George A. Hahn, President 12-30-14
Signature Date

GEORGE A. HAHN

Print name of Signatory

Written notice to the following notification contact person will constitute complete satisfaction of any written notice requirement (if any) of this Consent Order with respect to the Respondents who has signed above:

GEORGE A. HAHN

Print Name

1305 RYE ST. HOUSTON, TEXAS 77029

Print Address

IN THE MATTER OF:	§	U.S. EPA Docket No. 06-05-14
	§	
Malone Service Company Superfund Site	§	ADMINISTRATIVE ORDER
Texas City, Texas	§	ON CONSENT
	§	
Respondents Listed in Appendix A	§	Pursuant to CERCLA 122(g)(4),
	§	42 U.S.C. 9622(g)(4)

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of CERCLA No. 06-05-14 relating to the Malone Service Company Superfund Site, Texas City, Texas.

FOR RESPONDENT:

Galveston Independent School District
Print Name of Respondent (i.e., name of company or other entity as it appears in Appendix A)
3904 AVENUE T GALVESTON, TX 77550
Print Address

By: Larry W. Nichols 2/19/15
Signature Date
LARRY W. NICHOLS
Print name of Signatory

Written notice to the following notification contact person will constitute complete satisfaction of any written notice requirement (if any) of this Consent Order with respect to the Respondents who has signed above:

DAVID DWORSKY, CFO
Print Name
GALVESTON ISD
3904 AVENUE T, GALVESTON, TX 77550
Print Address

IN THE MATTER OF:

Malone Service Company Superfund Site
Texas City, Texas

Respondents Listed in Appendix A

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U.S. EPA Docket No. 06-05-14

**ADMINISTRATIVE ORDER
ON CONSENT**

Pursuant to CERCLA 122(g)(4),
42 U.S.C. 9622(g)(4)

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of CERCLA No. 06-05-14 relating to the Malone Service Company Superfund Site, Texas City, Texas.

FOR RESPONDENT:

WEATHERFORD AEROSPACE, INC.

Print Name of Respondent (i.e., name of company or other entity as it appears in Appendix A)

1020 E. COLUMBIA ST., WEATHERFORD, TX. 76086

Print Address

By: Charles D. Paris, Sr. 12/8/2014

Signature

Date

CHARLES D. PARIS, SR.

Print name of Signatory

Written notice to the following notification contact person will constitute complete satisfaction of any written notice requirement (if any) of this Consent Order with respect to the Respondents who has signed above:

CHARLES D. PARIS, SR.

Print Name

1020 E. COLUMBIA ST.

WEATHERFORD, TX 76086

Print Address

APPENDIX A

**MALONE SERVICE COMPANY SUPERFUND SITE
LIST OF RESPONDENTS WITH PAYMENT
SCHEDULE FOR *DE MINIMIS* OFFER**

Malone Services Company Superfund Site
Phase D De Minimis Settlement
Appendix A

LIST OF RESPONDENTS
WITH PAYMENT
SCHEDULE
FOR PHASE D DE MINIMIS SETTLEMENT

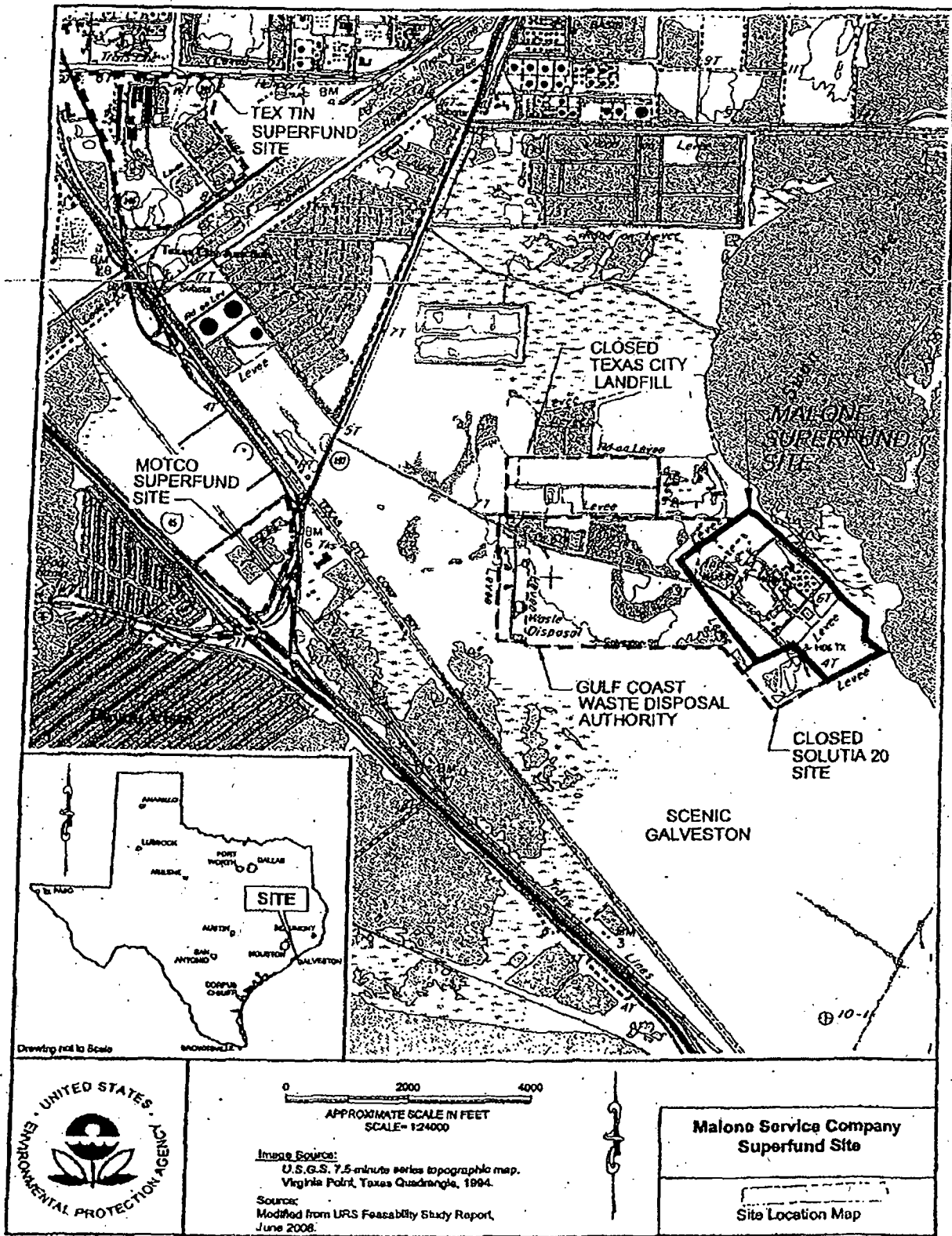
Blentech Corporation..... \$215,128

Galveston Independent School District.....\$12,497

Weatherford Aerospace.....\$307,648

APPENDIX B

**MALONE SERVICE COMPANY SUPERFUND SITE
SITE MAP**



APPENDIX C

**MALONE SERVICE COMPANY SUPERFUND SITE
ALLOCATION FOR *DE MINIMIS* OFFER**

MALONE SERVICES COMPANY SUPERFUND SITE
Phase D De Minimis Settlement
Appendix C – Allocation

Party Name	Party Contribution (Gallons)	Party Contribution (%)	Party Share (Decimal)	Non-RJ/FS Past Costs (A)	RJ/FS Costs (B)	Post-RJ/FS through ROD (C)	Future Costs (D)	Premium (E)	Settlement Amount (A+B+C+D+E)
Blentech Corporation	832,318	0.17292024%	0.001729202	\$21,259	\$9,417	\$1,848	\$91,302	\$91,302	\$215,128
Galveston ISD	48,351	0.01004523%	0.000100452	\$1,235	\$547	\$107	\$5,304	\$5,304	\$12,497
Weatherford Aerospace	1,190,272	0.24728777%	0.002472878	\$30,401	\$13,468	\$2,643	\$130,568	\$130,568	\$307,648

APPENDIX D

**MALONE SERVICE COMPANY SUPERFUND SITE
APPROVAL OF THE DEPARTMENT OF JUSTICE**



U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section

90-11-2007465/7

Nathaniel Douglas
Deputy Chief

Telephone (202) 514-4628
Facsimile (202) 616-6584

July 23, 2015

By email and U.S. Postal mail

Ms. Cheryl Seager
Acting Regional Counsel
U.S. Environmental Protection Agency
Region 6
1445 Ross Avenue, Suite 1200 (6RC)
Dallas, Texas 75202-2733

Re: Proposed CERCLA Section 122(g) *De Minimis* Administrative Order on Consent
for the Malone Service Company Superfund Site, Texas City, Galveston County, Texas
Site Docket No. 06-05-14.

Dear Cheryl:

I write in response to your request that the Justice Department approve a CERCLA Section 122(g) *de minimis* administrative order on consent involving three potentially responsible parties ("PRPs") at the Malone Service Company Superfund Site ("Malone Site"): Blentech Corporation, Galveston Independent School District and Weatherford Aerospace, Inc.

I have reviewed the Agreement. I understand that the three above-mentioned PRPs are responsible under Section 107(a) of CERCLA as generators (arrangers) of hazardous substances that were sent to and disposed of at the Malone Site. This letter will confirm that I approved this administrative settlement.

Sincerely,



Nathaniel Douglas

cc (by email): I-Jung Chiang, Assistant Regional Counsel
Anne Foster, Assistant Regional Counsel
Lisa A. Cherup, Trial Attorney, DOJ-ENRD-EES
ENRD-EES Case Management Unit